

CONTRACT #9
RFS # N/A
UT Tracking No. 98021

University of Tennessee
Knoxville Campus

VENDOR:
UT-Battelle, LLC



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

January 5, 2007

RECEIVED

JAN 05 2007

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

On November 1, 2001, the University of Tennessee and UT-Battelle, LLC entered into a Memorandum of Understanding acknowledging the state was funding a building on land owned by Oak Ridge National Laboratory (ORNL) to house the Joint Institute for Computational Sciences (JICS) and that the operating costs for this facility would be split between the University of Tennessee and UT-Battelle, LLC. The facility was built with state funds and first occupied in June 2004.

Because the facility is located on ORNL property, ORNL acquires the needed support services and bills the University for its share of the operating costs, which includes administrative support personnel, computers and other supplies travel, space, network, and other infrastructure charges. I am submitting for the committee's review a contract amendment between UT and UT-Battelle, LLC for the university's share of the FY 2007 operating expenditures.

The amended contract, which is the second amendment to a contract that began this fiscal year, increases the university's share of the FY 2007 operating cost from \$245,000 to \$350,000. The increased cost results from increased program activity located at that facility as the university expands their presence in Oak Ridge.

If you have questions or need additional information, please let me know.

Sincerely,

Sylvia Shannon Davis
Vice President for Administration and Finance

Attachment

c: Dr. John D. Petersen
Ms. Denise Barlow
Dr. Loren Crabtree
Mr. Anthony Haynes
Dr. Gary Rogers

CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
				98021			
State Agency				State Agency Division			
University of Tennessee				Knoxville			
Contractor Name				Contractor ID # (FEIN or SSN)			
UT Battelle				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> X <input type="checkbox"/> V-			
Service Description							
Maintenance, operational, and administrative support for the Joint Institute for Computational Sciences							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
7/1/2006		6/30/2007		Vendor		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> N/A Contractor is on STARS				<input checked="" type="checkbox"/> X Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
332.42		N/A		N/A		N/A	
Funding Grant Code		Funding Subgrant Code					
N/A		N/A					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2004-2005				\$ 200,000.00	\$ 200,000.00		
2006				\$ 200,000.00	\$ 400,000.00		
2007				\$ 350,000.00	\$ 750,000.00		
NOTE: These are all annual contracts.							
TOTAL:	\$ -	\$ -	\$ -	\$ 750,000.00	\$ 750,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY					
2004-2005	\$ 200,000.00	\$ -	State Agency Budget Officer Approval Sylvia Shannon Davis, VP Administration and Finance				
2006	\$ 200,000.00	\$ -					
2007	\$ 245,000.00	\$ 105,000.00					
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL:	\$ 645,000.00	\$ 105,000.00					
End Date	June 30, 2007	June 30, 2007					
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method				
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other				
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
Memorandum of understanding in place indicating the State of Tennessee funded facility, the Joint Institute of Computational Sciences (JICS), would be built on ORNL land. The management of the facility is handled by UT Battelle and thus a sole source agreement is necessary share in the operational and maintenance cost of that facility.							

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:

UT System Office Approval

Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:

98021

2) Campus/Institute Name:

Knoxville

EXISTING CONTRACT INFORMATION

3) Short Description:

Maintenance, operational, and administrative support for the Joint Institute for Computational Sciences

4) Proposed Vendor:

Name:

UT-Battelle

Vendor Number:

Vendor ID:

5) Contract #

6) Contract Start Date:

July 1, 2006

7) Current Contract End Date IF all Options to Extend the Contract are Exercised:

June 30, 2007

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:

\$245,000

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #

10) Proposed Amendment Effective Date:

February 1, 2007

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:

June 30, 2007

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:

\$350,000

13) Approval Criteria:
(select one)



use of Non-Competitive Negotiation is in the best interest of the university



only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service

15) Explanation of Need for the Proposed Amendment:
To cover administrative costs of operating JIGS
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)
17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
UT-Battelle meets the specific needs and services for this type of contract
21) Justification for the Proposed Non-Competitive Amendment :
To cover additional costs that were not included in original contract.

APPROVALS:

Denise Barlow
Department Head or Designee

11/29/06
Date

Sharon Mount
Campus/Unit Purchasing Officer or Designee

12/5/06
Date

Al Pfeiffer
Chancellor/Chief Business Officer or Designee

12/9/06
Date

Additional Approval for Non-Delegated Contracts

Al Pfeiffer
Vice President or their Designee

12/9/06
Date

Additional Approval for Fiscal Review Contracts

Vice President for Administration and Finance or Designee

Date

98021

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University and
UT-Battelle (hereinafter Contractor), which Contract was signed by the
University on 10/11/06

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
no additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amend Contract #97955 to increase the maximum liability of the contract from \$245,000 to \$350,000 for administrative costs of
operating JICS for the period February 1, 2007 through June 30, 2007.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly
authorized representatives.

FOR CONTRACTOR:

FOR UNIVERSITY:

Signature

Vice Chancellor for Finance & Administration

Printed Name

Department Name

Title

E010135003-JICS Bldg Admin

Responsible Account (if applicable)

Address

Administrative Signature (optional)

Administrative Printed Name

Authorized Official Signature

Authorized Official Name (printed)

Date

Telephone Number

SSN or Fed. ID Number

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).